

LOCAL RULES OF CRIMINAL PRACTICE AND PROCEDURE
OF THE
CIRCUIT COURT
OF
FOURTH JUDICIAL DISTRICT TENNESSEE
(COCKE, GRAINGER, JEFFERSON, SEVIER COUNTIES, PARTS I – IV)

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APPENDIX Bonding Company Rules and Regulations

RULE 1. ADOPTION, CITATION, PURPOSE AND SUSPENSION OF LOCAL RULES OF CRIMINAL PRACTICE AND PROCEDURE AS ADOPTED JANUARY 30, 2009.

1.01 Abrogation of Prior Rules and Practice Procedure. Effective March 16, 2009, the Circuit Court of the 4th Judicial District (Cocke, Grainger, Jefferson and Sevier Counties), of Tennessee abrogates all existing rules of practice and procedure and adopts these rules. Citations to these rules may be in the form of “Local Rules of Criminal Procedure.”

1.02 Judicial Economy and Uniform Application. The purpose of these rules is to facilitate the just determination of every criminal proceeding in this Court by securing simplicity in procedure and fairness in administration and eliminating unjustifiable expense and delay in addition to the unnecessary claims on the time of jurors. A judge may suspend the rules as justice requires or enter a scheduling order in a particular case that sets deadlines other than those set forth herein.

RULE 2. ATTORNEYS

2.01 Ethical Standards. The ethical standards relating to the practice and the administration of law in this Court shall be as set forth pursuant to Rule 8 of the Rules of the Tennessee Supreme Court, and shall be cited as: “Code of Professional Conduct.”

2.02 Tennessee Counsel Requirements. In order to practice law in this Court an attorney who is a resident of Tennessee must be licensed to practice law in this State in accordance with Rule 7 of the Tennessee Supreme Court Rules; and must be duly qualified and registered with the State Board of Professional Responsibility pursuant to Rule 9 of the Rules of the Tennessee Supreme Court.

2.03 **Non-resident Attorney Requirements.** Non-resident attorneys shall be entitled to practice in a particular case upon compliance with Tennessee Supreme Court Rules 19 and 20.

2.04 **Continued Representation From General Sessions Court Until Indictment.** The Office of the Fourth Judicial District Public Defender and any other member of the private bar appointed to represent an indigent defendant in the General Sessions Courts of the Fourth Judicial District are considered to be in continual representation of any defendant who has been held to the action of the Grand Jury until such time as the defendant appears for arraignment after an indictment is returned, or an order dismissing the warrant holding the defendant is subsequently entered with the Court – all prior to the formal arraignment of the defendant. Representation of prior appointed counsel is extinguished once the defendant appears for arraignment or if the Grand Jury “no true billed” the pending charge and said order thereafter entered. The Criminal Court Judge to whom any such indictment is assigned will again determine indigence for the purpose of appointing Criminal Court counsel upon arraignment, pursuant to Tenn. Code Ann. § 40-14-202 and Rule 44 of the Tennessee Rules of Criminal Procedure. Any petition for compensation for representation between the binding over of the case and the issuing indictment(s) shall be filed at the termination of such representation in the Criminal Court having jurisdiction of the indictment.

2.05 **Privately Retained Counsel.** All attorneys, *other than those appointed by the Court to represent indigent defendants*, will, upon their employment to represent a defendant, immediately notify the clerk’s office and the office of the District Attorney General of their representation of such defendant in order that their name be entered as counsel of record in the case.

2.06 **Counsel for Limited Purpose.** An attorney becomes counsel of record by: (1) appearing for a defendant in open court without announcing that he or she is appearing

for a special and/or limited purpose only; (2) by filing any pleading or motion for a defendant without expressly limiting the appearance; or (3) by receiving an appointment from the Court.

2.07 **Withdrawal of Counsel.** An attorney of record may only withdraw from a case by filing a written motion to withdraw and, *in open court*, obtaining permission to withdraw. For a motion to withdraw counsel shall also append a notice of the date and time of the hearing stating specifically the defendant's obligation to attend; and a certificate of service on the defendant, any surety, and the District Attorney General's Office. **Note:** Said scheduling shall be coordinated with the Judge's secretary in addition to the appropriate Court Clerk in order to ensure that the matter is properly reflected upon the Court docket for said hearing date.

2.08 **Counsel's Duties to Client, etc.** It will be the responsibility of the attorneys to determine the nature of charge(s) against their clients, obtain copies of the appropriate charging instrument(s), and advise their client(s) of the day on which they are to appear.

2.09 **Orders of Transport** It will be the responsibility of the attorney whose client is incarcerated in another jurisdiction to prepare an Order of Transport to ensure the defendant's presence for any court date. The Order shall be filed at least ten (10) days before a hearing date.

RULE 3. ALLOCATION AND MANAGEMENT OF CASES.

3.01 **Administrative Responsibility.** For the purpose of the efficient administration of justice, the Judges of the four (4) parts of the Fourth Judicial District shall have the administrative responsibility of managing the criminal caseload as follows:

Part I – Cocke County

Part II – Sevier County

Part III – Sevier County

Part IV – Jefferson and Grainger Counties

3.02 **Unnecessary Transfers Between Parts.** When necessary for the efficient administration of justice, a Judge can hear and determine any matter for another Judge without the necessity of transferring the case from one part to another part.

3.03 **Arraignment.** At arraignment, the Court will assign a date to address non-jury issues, including, *but not limited to*, motions and recommendations of Plea Agreements, scheduling orders, and trial dates.

3.04 **Necessity of Appearance at Arraignment(s).** Attorneys and their clients shall appear on the next arraignment day after a case against their client has been held to the action of the Grand Jury unless:

- 1) A “No True Bill” was returned by the Grand Jury in the case; or
- 2) Express permission has been granted by the Court to waive the appearance of the defendant or their attorney.

3.05 **Counsel Excused from Appearance at Arraignment(s).** In the event the attorney for the defendant is excused from appearance at the defendant’s arraignment, the attorney shall:

- 1) Have an agreement in writing with the District Attorney’s office in regard to their client’s next appearance date and trial date; or
- 2) Ensure that someone from the attorney’s office with full scheduling authority is present.

3.06 **Plea Cut-Off/Deadline.** Unless otherwise authorized by the Court, the Court **will not** accept Plea recommendation following the last non-jury date in which the case is scheduled for trial except for good cause, which shall be brought to the Court’s attention as soon as practicable before the trial date(s). On the defendant’s trial date the case may be resolved only by (1) trial; (2) the State’s motion for dismissal with prejudice; or (3) the defendant’s plea of guilty to the charges in the indictment.

3.07 **Continuance(s).** For good cause shown, the Court may grant a continuance. Whether absence of a witness is such cause depends on compliance with provision of Rule 4.03 of these Local Rules of Criminal Procedure and Tenn. Rules of Criminal Procedure Rule 17 regarding subpoenas. At the time of said continuance, the Court will assign a new trial date.

RULE 4. **PRE-TRIAL DEADLINES**

4.01 **Sufficient Time Necessary for Filing Pre-trial Motions and Specifics to Motions to Compel.** For the convenience of witnesses and jurors and the avoidance of delay, the parties shall file any motion(s) that require a pre-trial hearing in sufficient time for the Court to hear the motion(s) on a non-jury day prior to trial. Before filing a motion to compel discovery, counsel shall seek to resolve each discovery dispute with adverse counsel. Motions to compel shall be filed no later than twenty (20) days before trial.

4.02 **Disclosure of Audio and/or Video Recordings as to Trial Evidence.** A party who intends to offer an audio or visual recording as evidence in its case-in-chief in a jury trial shall so notify all other parties in writing and file a copy of the notice at least twenty (20) days before trial. Counsel may review the recording in the form in which the offering party intends to offer it and may copy the recording at his or her expense. If counsel has any objection to the recording, he or she shall promptly advise counsel for the offering party and counsel shall attempt to resolve the objection. If resolution cannot be accomplished, counsel for the objecting party shall file a motion *in limine* within a sufficient time for the Court to rule on the matter prior to trial. Said time period should be expedited in an effort to allow the offering party to complete any necessary editing should the same be ordered by the Court.

4.03 **Subpoenas.** The parties shall request any subpoena in sufficient time for the clerk or other court officer to issue the subpoena at least fifteen (15) days before trial or

deposition. Any subpoena issued shall be returned to the Court at least five (5) days before trial or deposition. Subpoenas issued pursuant to these rules and Tenn. Rules of Criminal Procedure Rule 17 shall direct witnesses to appear in court or deposition only. Subpoenas for the production of documents and objects pursuant to these rules and Tenn. Rules of Criminal Procedure Rule 17 shall direct the custodian or person in control of the items sought to produce those items in Court or deposition only.

4.04 **Jury Instructions – Special Requests.** The parties shall file any special request for jury instructions before jury selection begins. If an issue is not then apparent, the parties shall file any such request as soon as practicable thereafter.

RULE 5. PREPARATION AND DISSEMINATION OF ORDERS.

5.01 **Responsibility of Whom to Prepare, Format and Necessary Procedure.** The District Attorney General’s office shall prepare all judgments and shall provide defense counsel with a copy thereof. In other cases, the judge may direct the clerk or party to prepare an order or allow a party to submit an order. When a party prepares an order, the party shall include spaces for the signatures of all parties or counsel on the left margin under the space for the signature of the judge. The same party who prepares the order shall sign it and submit it to the other parties or counsel for their approval. If any party fails to agree that the order accurately states the judgment of the Court, the party who prepares the draft shall so indicate in a cover letter as to said disagreement and submit his or her proposed order to the judge. The party who disagrees with the accuracy of the draft may then prepare his or her own order. A party submitting a draft of an order shall submit the original with a copy for each adverse party.

5.02 **Notice Requirement By Clerk’s Office.** It is the duty of the clerk to notify all parties of the entry of written orders and judgments by providing them with a copy thereof. It is also the duty of the clerk to notify any person who has a duty to execute any part of

the order or judgment, *e.g.*, the sheriff, the department of correction, a probation officer, or a court reporter, and any other person for notice to whom the order or judgment provides.

5.03 **Defense Counsel’s Responsibility in Preparing Orders.** All orders granting or denying motions for new trial shall be prepared by defense counsel and shall be submitted to the Court within ten (10) days of the Court’s ruling.

RULE 6. **RECORDS**

6.01 **Custody of the Court Records.** The clerk shall, *at all times*, have custody and control of the records of the Court and be responsible for their safekeeping. No one other than the clerk or a deputy clerk may remove a record from a case file. No one may withdraw a case file for the purpose of taking it to the courtroom except the judges of the Court, the clerk or deputy clerks, or, ***with permission of the clerk***, attorneys.

RULE 7. **CONDUCT IN THE COURTROOM**

7.01 **Reserved Space Within The Bar.** The space within the bar is reserved for the parties engaged in the case on trial, attorneys, court officials, and representatives of various news media. No one else shall be permitted in this area at any time including, *but not limited to*, recessed periods called by the Court. Parties to a case include representatives, employees, and witnesses of the State and of the defendant.

7.02 **Procedure and Conduct of Parties While Bailiff Opening Court.** At each opening of each session of the court, all persons in the courtroom will arise, and along with the Judge remain standing until court is formally opened by the Bailiff.

7.03 **Expected Conduct While of All Parties While Court is in Session.** While court is in session, all parties, attorneys, participants and spectators in the courtroom are expected to conduct themselves in a manner consistent with the respect due to all courts of law.

Generally, any activity not related to Criminal Court business must be conducted outside the courtroom. Further, actions that distract participants from court business such as reading newspapers, idle conversation or unnecessary moving about in the courtroom is prohibited. There shall be no demonstrations, noise, loud talking or any act of misconduct permitted in any area of close proximity to the courtroom so as to interfere with or distract the orderly proceedings of the Criminal Court.

7.04 **Approaching the Bench and Bench Conferences.** Attorneys will not approach the bench without first requesting permission to do so, and no conference will take place at the bench without counsel from both sides being present.

7.05 **Courtroom Attire.** All lawyers and court attendants will be properly attired and will not dress in a manner to distract from proper decorum in the court. For example, no tank tops, midriff tops, shorts, hats, low rise jeans or pants, etc.

7.06 **Addressing the Court.** Whenever addressing the Court, counsel should arise and remain standing while making any objection, argument, or statement to the Court, including such time as the Court may be addressing counsel, except those suffering from a physical or other disability.

7.07 **Addressing Witnesses.** Attorneys should stand while interrogating witnesses.

7.08 **Compliance Officers as to Courtroom Conduct.** The Bailiff and other officers serving the Court will be charged with the responsibility of requiring compliance with the standard courtroom conduct and decorum.

7.09 **Location of Individuals Near Jurors.** While a case is pending before a jury and the jury is occupying the jury box or a jury room, no one, other than officers who are in charge of the jury and attorneys who are presenting or arguing a case, may stand, walk, or sit in the immediate vicinity of the jury box or jury room.

RULE 8. OPERATION OF MEDIA

8.01 **Media Access.** Media and their agents who record and/or broadcast in a courtroom shall understand and comply with Tenn. Sup. Ct. Rule 30, which governs media access to public judicial proceedings in the courts of this state, prohibits the recording or broadcasting of certain participants, proceedings, and conferences, limits the number, sensitivity, and obtrusiveness of certain media devices and the number of the operators of such devices, and authorizes pooling arrangements.

RULE 9. BAIL AND RELIEF FROM FORFEITURE

9.01 **Cash Deposit in Lieu of Bail.** No official may accept a personal check as a cash deposit in lieu of bail. Any official accepting a cash deposit in lieu of bail shall proceed as follows:

- 1) The official shall mark “cash bond” on the bond form;
- 2) The official shall have the defendant execute the bond form by signing it and inscribing his or her address thereon;
- 3) The official shall ascertain the name and address of the depositor and inscribe them on the bond form; and
- 4) The official, *if other than the clerk or a deputy clerk*, shall transmit the bond form with the deposit to the office of the clerk.

9.02 **Principal and Surety Request for Relief.** After a preliminary forfeiture on a bail bond and within one hundred eighty (180) days of the service on the surety or, *if there is no service*, the return of *scire facias*, the principal and surety may file a request for relief. All matters regarding forfeiture or relief on bail bonds shall be heard in open court.

9.03 **Professional Bondsman.** Any surety who is a professional bondsman within the meaning of Tenn. Code Ann. § 40-11-301(4) shall understand and comply with

applicable provisions of Tenn. Code Ann. §§ 40-11-101 thru 405. Professional bondsmen are also subject to additional rules of this Court that appear in an Appendix attached hereto.

RULE 10. WAIVER OF RULES

10.01 Particulars of Waiver. Whenever a particular instance *in the opinion of the trial judge* for good cause shown and justice so requiring these rules may be waived.

Appendix Bonding company rules and regulations

WHEREFORE, IT IS CONSIDERED, ORDERED, AND ADJUDGED, the foregoing Rules are hereby adopted and shall be forthwith entered upon the Minutes of each county of the Fourth Judicial District.

IT IS FURTHER ORDERED, that copies of these Rules be made available for distribution, without charge, through the Circuit Court Clerks' Offices, to all practicing attorneys and the public at large.

IT IS FURTHER ORDERED, that a copy of these Rules adopted by this Court shall be furnished to the Administrative Office of the Courts of Tennessee, and a copy of all amendments thereafter made shall, upon their promulgation, be filed in said office.

IT IS FURTHER ORDERED AND ADJUDGED, that these Rules shall become effective on the 16th day of March, 2009.

ENTER THIS the _____ day of March, 2009,

Honorable Ben W. Hooper, II
Circuit Judge, Part I

Honorable Rex Henry Ogle
Circuit Judge, Part III

Honorable Richard R. Vance
Circuit Judge, Part II

Honorable O. Duane Slone, Presiding Judge
Circuit Judge, Part IV

- APPENDIX -

to the Local Rules of Criminal Practice
and Procedure of the Circuit Court of the
4th Judicial District of Tennessee

BONDING COMPANY
RULES AND REGULATIONS

Fourth Judicial District
State of Tennessee

Bonding Company Rules and Regulations

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IN THE FOURTH JUDICIAL DISTRICT OF TENNESSEE

IN RE: PROFESSIONAL BAIL BONDSMEN

ORDER
ADOPTING RULES REGARDING
PROFESSIONAL BAIL BONDSMEN

RULE 1. SCOPE AND PURPOSE OF BAIL BONDING RULES

1.01 The judges of the Circuit Court of the Fourth Judicial District do hereby promulgate these rules and requirements deemed necessary to regulate bail-bonding entities securing bonds within the Fourth Judicial District, composed of Cocke, Grainger, Jefferson and Sevier Counties. The purpose of these rules is to assure compliance with Tenn. Code Ann. 40-11-301, *et seq.* Any bonding entity desiring to make bail bonds shall apply to and be approved by the Circuit Court in accordance with these rules.

1.02 These rules apply only to persons, firms, partnerships, or corporations, which for a fee or premium, desire to engage in the business of serving as a surety on bail bonds to guarantee the appearance of persons in criminal cases. Unless otherwise ordered by a judge on a warrant or *capias*, magistrates may authorize release of accused persons on such person's personal recognizance or upon execution of an unsecured appearance bond. These rules do not apply to persons serving as surety for the accused without any fee, premium, or other consideration, and such bail bonds may be secured by real estate or two sufficient sureties in accordance with Tenn. Code Ann. 40-11-122.

RULE 2. TYPE OF ENTITY

2.01 "Bonding entity" is defined as any individual, partnership, corporation, or other business organization acting as a "professional bondsman" as defined in Tenn. Code Ann. 40-11-301(a).

2.02 No individual, partnership, corporation, joint venture, or other business organization shall be either a principal or an agent for more than one bonding company.

2.03 Corporations, limited liability companies, and similar business entities offering owners limitation of individual liability may be approved as a bonding entity only to the extent of actual assets owned by that entity, or pledged by other owners or secured with adequate guaranties. Such entities shall not be approved as agents for insurance or surety companies. Only individuals may be agents for an insurance or surety company.

RULE 3. PETITION FOR APPROVAL

3.01 Any bonding entity seeking approval in accordance with these rules shall file a petition in the Circuit Court of Sevier County.

3.02 All petitions filed pursuant to these rules must contain the following:

(a) A description of the petitioner as a sole proprietorship, partnership, corporation, or other business organization. The description shall include the names of all partners in a partnership and the names of all shareholders, directors, and officers of any corporation or limited liability company.

(b) If the applicant seeks authority based upon assets owned partially or wholly by others, such other owners of such assets must join in the petition and agree that their interests in such assets are subject to seizure for satisfaction of bond obligations, in the event of any final forfeiture, unless otherwise satisfied. Such other owners shall sign before a notary public a guaranty of all bond obligations to be made by the applicant, or such assets shall be excluded from consideration in determining bonding limits. (See guaranty form attached as Appendix A.)

(c) The names, addresses, dates of birth, and taxpayer identification numbers of the applicant and all persons proposed as agents for the applicant, and a statement of whether the applicant or agent has a prior felony conviction.

(d) A copy of a validly issued current business license in the name of the entity that owns the bonding company. If doing business under a separate name, the business license shall reflect the name of the entity owning the company as well as the d/b/a name. That business license shall be issued in the county in which the entity intends to maintain their principal office.

(d) A list of any pending civil litigation seeking monetary damages or injunctive relief against the applicant or any person proposed as agent for the applicant or a statement that no such litigation is pending. For all such pending civil litigation, include the style of the case, the county, court, and case number of the lawsuit, the damages or relief sought, and a brief summary of the claims made. Civil litigation includes conditional or final forfeitures of bail bonds previously made by the applicant or proposed agent, whether or not as a professional bondsman.

(e) A list of all final civil judgments against the applicant or an owner, officer, or agent thereof, including the style of the case, the county, court, case number, and the amount of the judgment remaining unsatisfied, or a statement that no such judgment exists.

(f) A statement of whether or not the applicant or an owner, officer, or agent thereof, has filed for bankruptcy protection, and, if so, the date, court, case number, and type of bankruptcy.

(g) A list of the phone numbers for the applicant's primary office and each of its agents.

(h) The original Certificate of Compliance for each bonding agent with the requirement for continuing education for professional bail bonding agents as set forth in Tenn. Code Ann. 40-11-401, *et seq.* The Circuit Court Clerk shall make a certified copy of the original Certificate of Compliance and return the original to the agent.

(i) The amount of authority sought for single bonds and for the total of all bonds to be executed by the applicant.

(j) Security for bond forfeitures in one of the forms listed in Rule 5.01 (a), (b), or (c) below.

(k) A copy of a validly issued current business license in the name of the entity that owns the bonding company. In the event the company is doing business under a different name, then the business license should reflect the name of the entity owning the company and the d/b/a name. The business license should be issued in the county in which the entity intends to maintain their principal office.

3.03 All security lodged with the court shall be unencumbered and shall not be pledged, cancelled, or released while the entity remains liable on any bail bond within the Fourth Judicial District.

3.04 Any financial institution furnishing a Certificate of Deposit shall also certify that it has received a copy of these bail bond rules.

3.05 Petitions filed by corporations must be filed by an attorney licensed to practice law in the State of Tennessee.

RULE 4. APPROVAL PROCESS

4.01 Copies of all petitions and attachments shall be served upon the Office of the District Attorney General ("D.A.") for the Fourth Judicial District. The D.A. shall conduct a criminal history and background investigation on the applicant and its agents. The results of the background investigation shall be furnished to the court prior to approval of the bonding entity.

4.02 By petitioning to become a bonding entity, the applicant specifically authorizes verification of the information and representations made in the petition and financial statement by the D.A., the clerk, or the court. The applicant shall execute an information release authorization.

4.03 When an application has been completed in accordance with these rules and filed with the Circuit Court Clerk of Sevier County, and the results of the D.A.'s background investigation have been provided to the Court, the petition shall be set for hearing on a date when the Presiding Judge may sit.

4.04 At the hearing, the court will approve or deny the application. If approved, the court shall set bonding limits, and an order will be prepared for signature by the Presiding Judge. If an application is denied, the Presiding Judge shall state the reasons and give the applicant an opportunity to cure any curable objections. Certified copies of the Order of Approval shall be sent by the Sevier County Circuit Court Clerk to the Clerks and Sheriffs of the other counties in the district where the bonding company is authorized to write bonds.

RULE 5. FINANCIAL STATEMENT, SECURITY, AND BONDING LIMITS FOR BONDING ENTITIES THAT ARE NOT INSURANCE COMPANIES.

5.01 An applicant that is not an insurance company shall file with the petition a sworn financial statement in a format similar to the form attached hereto as Appendix B and provide security to the Circuit Court of Sevier County with a minimum value of \$50,000 in one or a combination of the following manners:

- (a) A cash deposit, by way of a certified or cashier's check;
- (b) A certificate of deposit in the joint names of the applicant and the Sevier County Circuit Court Clerk; or
- (c) A deed of trust encumbering equity in real property together with a title policy or opinion letter prepared by a licensed attorney and an appraisal of the market value of the property (may be certified copy of county tax appraisal). The deed of trust and

the title policy or opinion letter must name the Sevier County Circuit Court Clerk as trustee and show that the clerk's lien is granted to secure bail bonds made in the specific county or counties of the Fourth Judicial District. The deed of trust shall contain language similar to that attached in Appendix C.

5.02 The Financial Statement shall be complete, include all assets and liabilities, and shall specify account numbers and other pertinent information needed for identification and verification. The liabilities listed in the Financial Statement shall include forfeitures and liabilities of the bonding entity in all counties and judicial districts where the entity is currently making or has been approved to make bonds. The contingent liabilities in the Financial Statement shall include the total amount of all outstanding bail bonds made by the entity in all counties and judicial districts.

5.03 Each bonding entity posting security as provided in this section shall be authorized to secure bonds for one person up to an amount determined by adding the total security under the foregoing paragraph 5.01 and the court's opinion of the lesser of the net worth or liquid assets shown on the applicant's sworn financial statement. Each bonding entity shall be authorized to secure bonds for all persons cumulatively up to the total of ten (10) times the amount of the total security provided under the foregoing paragraph 5.01. The asset used under the foregoing paragraph 5.01 may not be counted a second time for net worth.

5.04 Each applicant approved under this section may make bail bonds in the county where the petition is filed and in any other county within the judicial district by filing a certified copy of the order approving the applicant in such other county. Each bonding entity shall keep the total amount of bail bonds made within the judicial district within the limits approved by the court. Any bonding entity that exceeds the limits established by the court shall be immediately suspended and subject to removal as an approved bonding entity throughout the Fourth Judicial District.

5.05 "Liquid assets" is defined as the total of the encumbered fair market value of cash on hand and unrestricted in banks, accounts and loans receivable, cash surrender values of life insurance policies, stocks and other securities as shown on the financial statement submitted with the bonding entity's petition, but excluding the value of the security on deposit with the Sevier County Circuit Court Clerk pursuant to these rules. All such items must be unencumbered and capable of being readily turned into cash.

5.06 Cash deposits may be deposited by the Sevier County Circuit Court Clerk in an interest bearing account in a local financial institution. Interest from accounts so established and from Certificates of Deposit filed as security may be paid directly to the approved bonding entity provided no final forfeiture remains unpaid. The court may, however, order the financial institution with whom such funds have been deposited or that issued the Certificate of Deposit to pay interest earnings together with so much of the principal value of the deposit to the Circuit Court Clerk of the county where the final forfeiture has been taken.

5.07 The Sevier County Circuit Court Clerk with whom the security has been filed may endorse a Certificate of Deposit back to the bonding entity, return a cash deposit made pursuant to these rules, release a deed of trust, or cancel an irrevocable letter of credit only upon order of the Circuit Court. The court shall issue such an order only upon a finding that no liability or potential liability exists for bail bonds made by the bonding entity within the judicial district.

RULE 6. INSURANCE COMPANY AS BONDING ENTITY.

If the applicant is a licensed insurance company which has qualified under the statutory scheme provided by the insurance laws pursuant to Title 56 of the Tenn. Code Ann., the petition shall have attached and incorporated by reference documents from the Tennessee Department of Commerce and Insurance certifying that the insurance company is authorized to transact business in the State of Tennessee and is in good standing with the Department of Commerce and Insurance. Such insurance companies will only be allowed to make bail bonds in this district through licensed agents maintaining a principal place of residence within this district.

RULE 7. SEMI-ANNUAL REPORTS.

7.01 Pursuant to Tenn. Code Ann. 40-11-303, each bonding entity approved to make bonds in any county of this district shall, no later than January 15 and July 15 of each year, file with the Circuit Court Clerk of each county in which the entity makes bonds, a report of the bonding entity's financial statement showing assets and liabilities as of the preceding December 31 and June 30. Such reports shall list all pending bonds on which the bonding entity is surety, with the names, addresses, court name, case number, date, and dollar amount for each bond. This report shall be prepared and filed in a format similar to the attached form in Appendix D.

7.02 If the approved bonding entity is an insurance company pursuant to Title 56 of Tenn. Code Ann., the semi-annual report shall also include a current Certificate of Compliance with the Department of Commerce and Insurance and certified copies of Powers of Attorney appointing the named local agents to act in the name of the insurance company.

7.03 A list of all persons having ownership interest in the bonding company shall be filed as a part of the semi-annual report.

7.04 Within a reasonable period of time after January 1st of each year, the Circuit Court Clerk for Sevier County shall docket a review of bonding entities and shall deliver to the Presiding Judge all semi-annual reports filed pursuant to this section. The court will review these reports and adjust the bonding limits as necessary.

7.05 Any previously approved bonding entity that fails to file the required semi-annual report shall be suspended from making further bonds in the Fourth Judicial District until the required report has been submitted and reviewed by the court.

RULE 8. FORFEITURES.

Upon any forfeiture becoming final pursuant to Tenn. Code Ann. 40-11-139, the professional bonding entity shall be required to pay the bond and costs of the proceedings within ten (10) days of the date that the final forfeiture becomes final. Should a bonding entity refuse or neglect to pay the forfeiture within that 10 day period, the bonding entity and its agents shall be suspended from making further bonds and the court will levy an execution upon the security deposited with the court and/or the assets of the bonding entity.

RULE 9. GENERAL REQUIREMENTS FOR BONDING ENTITIES.

All bonding entities and their agents shall refrain from engaging in those activities defined as "unprofessional conduct" in Tenn. Code Ann. 40-11-126. All bonding entities shall provide persons utilizing their services with the notice required by Tenn. Code Ann. 40-11-151. No bonding entity or agent shall serve or act as an officer or clerk of any court in which that bonding entity makes bonds. Any bonding entity or agent found to have violated these provisions may be prohibited from making further bonds within the judicial district.

RULE 10. LOSS OF AUTHORITY.

Pursuant to Tenn. Code Ann. 40-11-125, approval of a bonding entity may be withheld, withdrawn, suspended, or revoked by the court if that bonding entity (1) fails to qualify under state law and these rules, (2) is guilty of violating laws relating to bail bonds, (3) has a final judgment of forfeiture against the bonding entity which remains unsatisfied, and (4) is guilty of professional misconduct as described in Tenn. Code Ann. 40-11-126. A violation or failure to pay may be brought to the attention of the Circuit Judges by written letter, motion, or petition of the D.A. or judge of the General Sessions or Municipal Court. If the Circuit Court withholds, withdraws, or suspends a bonding entity, it shall notify the bonding entity of the action taken and follow procedures established by Tenn. Code Ann. 40-11-125. Any hearing shall be held before the Presiding Judge or the Circuit Judges, sitting *en banc*, with a minimum of two judges for a quorum. An order signed by the Presiding Judge or two or more Circuit Judges shall be effective for the withholding, withdrawing, suspending, or revoking the authority of any bonding entity for the judicial district or any county thereof.

RULE 11. POSTING LISTS OF APPROVED BONDING ENTITIES.

In accordance with Tenn. Code Ann. 40-11-124, the Circuit Court Clerk of each county in the Fourth Judicial District shall prepare a list of approved bonding entities in alphabetical order. Each Circuit Court Clerk shall provide the Sheriff's Department with a copy of such approved list, updated from time to time as bonding entities are added to or removed from the approved list. The Sheriff of each county shall post the list of approved bail bonding entities in the area arrestees are allowed to contact bail bondsmen.

RULE 12. METHODS OF SIGNING BONDS

12.01 All bonds shall be signed by the accused as the principal and shall show the court the appearance date, the accused's full address, social security number, and date of birth.

12.02 Any bond being secured by insurance company assets shall have the official name of the insurance company printed, typed, or stamped on the surety signature line followed by the word "by" and the signature of the company's authorized agent spelled exactly as on the state license of that agent and on the insurance company power of attorney naming that person as an attorney-in-fact or agent for the purpose of binding the insurance company. A serial numbered power of attorney must be attached to the original of the bond to be held by the clerk of the court and must show authority for an amount equal to or greater than the amount of the bond.

12.03 The trade name or advertised name of any bonding entity, other than an insurance company, shall not be used as a part of the bond. The bonding entity's signature on the bond shall be identical to the name on the approval order, financial statement, and security documents with the clerk, and if by an agent of such entity, the signature of the bonding entity name shall be followed by the word "by" and the signature of the agent spelled exactly as on the state license of that agent and on the court order approving that agent.

RULE 13. PUBLIC RECORDS AND COURT COSTS.

The petition and all attachments and all later filings, including financial statements, are public records and available for viewing and copying in the clerk's office. The clerk may charge and collect typical court costs and litigation taxes on all petitions and subsequent filings. [If a bonding entity has been suspended, a reinstatement assessment of \$100.00 shall be paid to the Sevier County Circuit Court Clerk prior to reinstatement.]

RULE 14. APPLICABILITY TO BONDS FOR GENERAL SESSIONS AND MUNICIPAL COURTS.

These rules are applicable to all bonding entities making bonds to secure the appearance of accused persons in all criminal and civil courts of Cocke, Grainger, Jefferson, and Sevier Counties of Tennessee, including General Sessions and Municipal Courts. Under Tenn. Code Ann. 40-11-124 and 125, the Circuit Court has exclusive jurisdiction over approving and regulating bonding entities. The General Sessions and Municipal Judges shall continue to order conditional and final forfeitures when appropriate and shall notify the D.A. or a Circuit Judge if a final forfeiture is not timely paid or if there are other reasons for a bonding entity to lose its authority under Rule 10 of these rules.

RULE 15. EFFECTIVE DATES.

15.01 These bail-bonding rules shall become effective in the Fourth Judicial District on March 30, 2015. All bonding entities need newly approved orders similar to that in Appendix E by April 30, 2015, or shall suspend securing any bonds thereafter until such Order has been approved by the Presiding Judge or at least two of the Circuit Judges.

15.02 All petitions and semi-annual reports filed after the effective date must comply with these rules.

Ben W. Hooper II
Ben W. Hooper, II
Circuit Court Judge, Part I

Richard R. Vance
Richard R. Vance
Circuit Court Judge, Part II

Rex Henry Ogle
Rex Henry Ogle
Circuit Court Judge, Part III

O. Duane Slone
O. Duane Slone
Circuit Court Judge, Part IV
Presiding Judge

GUARANTY AGREEMENT

FOR VALUE RECEIVED, receipt and sufficiency of which are hereby acknowledged, and in consideration of professional bail bonding authority granted to _____ (hereinafter "Bonding Entity") _____ (hereinafter called the "Guarantor", hereby guarantees to the State of Tennessee (hereinafter "State") prompt payment when due or any time thereafter of any and all forfeited bonds, court costs, indebtedness, or obligations, upon which the Bonding Entity is now or may hereafter, at any time and from time to time, and for any one or more purposes, become indebted, obligated, or bound to State, of every kind of character, direct or indirect, absolute or contingent, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished or hereafter reincurred, or whether said obligations arise with or without notice to Guarantor, and whether by reason of bonds, costs, guaranties, endorsements, or other obligations of the Bonding Entity and held by the State shall become a part of this obligation as if fully set out herein and shall be obligatory upon the Guarantor as if it were executed by the Guarantor as the primary and individual obligation of the Guarantor, and may be enforced against the Guarantor without first seeking to enforce the said debt by suit or otherwise against the Bonding Entity or any other Guarantor. However, the State may, in its discretion, proceed in any manner for the collection of debts or obligations against the Guarantor and the Bonding Entity as if such debt was that of both Guarantor and the Bonding Entity.

From such time as State may call upon the Guarantor to honor, pay, or perform all or part of any obligation of the Bonding Entity, and the Guarantor fails to honor such demand, the debt or obligation owes the State pursuant to this Guaranty shall bear interest at the maximum effective rate permissible under applicable law. In case the Guarantor fails or refuses to honor this Guaranty, the State is hereby authorized to utilize such legal means as it deems proper to enforce this Guaranty, through the efforts of its employees, agents, or attorneys, and the Guarantor shall pay all costs of collection, including reasonable attorney's fees.

This Guaranty is, and is intended to be, an absolute, unconditional and continuing Guaranty which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other Guaranty, endorsement, or collateral held by the State with respect to any or all of the indebtedness of the Bonding Entity to the State. The Guarantor hereby represents and agrees with the State that this Guaranty shall be valid and binding upon the Guarantor when delivered to the State by anyone having the possession hereof, and that such liability is not conditioned on the execution of the Guaranty by any other person nor upon any other event. The Guarantor may give to any duly authorized officer of the State notice in writing of cancellation of this Guaranty at any time, which cancellation shall be effective only when acknowledged in writing by all Circuit Judges of the 4th Judicial District to whom such written notice was delivered. The obligation of the Guarantor or any other guarantor who shall not have given notice of cancellation as provided above shall, as to indebtedness created, incurred, or arising after the giving of such notice, remain and continue as if the guarantors who have not given notice of cancellation had been the only persons signing this Guaranty. It is understood, however, that no termination or cancellation of said Guaranty, however occurring, shall relieve any party hereto of any liability for any indebtedness incurred by Guarantor or committed or promised by the State prior to the time of said termination or cancellation. It is further agreed by the Guarantor that any indebtedness owed to the Guarantor, jointly or severally, shall be and hereby is subordinated to all indebtedness of the Bonding Entity to the State.

No modification, amendment, or waiver of any provision of this Guaranty shall be effective unless in writing and subscribed by all Circuit Judges of the 4th Judicial District, and the Guarantor acknowledges his understanding that the State will enforce this Guaranty to its fullest extent, any declaration or statement to the contrary by the Bonding Entity, and employee or agent of the State, or any other person to the contrary notwithstanding. The State shall have the right without effecting the Guarantor's obligations hereunder, and without demand or notice, from time to time: (a) to release any other guarantor in whole or in part for or in the absence of consideration, without in any way impairing or affecting its right against the Guarantor, (b) to extend, increase, renew, accelerate, modify, or otherwise change or alter the time or method of payment, interest rate, with or without the use of new bonds, agreements, or amendments, the terms of or the interest on any part or all of the Bonding Entity indebtedness or obligation; (c) to receive, exchange, or release, for or in the absence of consideration, any collateral from or to any part securing payment of the indebtedness or obligation or any part thereof, and State shall have no duty to protect or preserve any collateral held to secure any obligation of the Bonding Entity or to secure this Guaranty, including, but not limited to, any duty to promptly sell pledged securities upon default of the Bonding Entity.

This Guaranty shall inure to the benefit of the State, its successors in interest and assigns, and shall be binding upon the heirs, executors, administrators, and successors and assigns, of the Guarantor, who does hereby expressly waive all types of notice relative to this Guaranty and of the Bonding Entity's transactions or defaults, including

acceptance hereof, and demand, notice, or protest of any bond or other items on which said Bonding Entity may be bound or liable for payment.

It is understood that this contract of Guaranty is made for the purpose of securing the granting or continuing professional bail bonding to the Bonding Entity, and to induce the State to extend credit, to continue to extend credit, or to stand ready to extend credit to the Bonding Entity, but that the amount of such credit and the terms, conditions, time and other provisions of such credit, are to be such as the State, in its discretion, may establish. It is expressly understood that any loans made or credit granted by the State to the Bonding Entity, and any and all renewals, extensions, modifications, or alterations of any indebtedness or obligation of the Bonding Entity to the State are expressly made upon the faith and credit of this Guaranty.

This Guaranty shall constitute a Tennessee contract, and be governed by the laws of the State of Tennessee. The Guarantor hereby voluntarily submits to the jurisdiction of any Court in the State of Tennessee having jurisdiction over the subject matter of this instrument.

Failure of the State to insist in any one or more instances upon strict performance of any one or more of the provisions of this Guaranty or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

The State shall have the right, without affecting the Guarantor's obligations hereunder, and without demand or notice, to collect first from the Bonding Entity, and to exercise its rights of setoff against any asset of Bonding Entity, and to otherwise pursue and collect from the Bonding Entity any other indebtedness of Bonding Entity to the State not covered by this Guaranty, and any sums received from the Bonding Entity, whether by voluntary payment, offset, or collection efforts, may be applied by the State as it sees fit, including the application of all such amounts to other debts not guaranteed by the Guarantor. Subrogation rights or any other rights of the Guarantor against the Bonding Entity, if any, shall not become available until all indebtedness and obligations of the Bonding Entity to the State are paid in full.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be duly executed on this the _____ day of _____, 20_____.

Guarantor:

S.S. # _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for aforesaid state and county, personally appeared _____, and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and County, this the ___ day of _____, 20__.

Notary Public

My Commission Expires:

CIRCUIT COURT OF _____ COUNTY, TENNESSEE

IN RE: _____
(Name of Bonding Entity)

Circuit Case No. _____

FINANCIAL STATEMENT OF: Name(s) _____
Address _____

As of the ___ day of _____, 20___, we, the undersigned, make the following statement of all our assets and liabilities and give other material information for the purpose of obtaining or continuing professional bail bondsman authority for the above-named entity for which we are guaranteeing its bond obligations, and we agree to notify the Court promptly of any change materially affecting the net worth shown below:

(PLEASE ANSWER ALL QUESTIONS. YOU MAY USE "NO" OR "NONE" WHERE NECESSARY)

ASSETS	\$	LIABILITIES AND NET WORTH	\$
1. Cash in Banks, Sch. 1		18. Debt Owed on Real Estate, Sch. 5	
2. Accounts and Notes Receivable, Sch. 2		19. Debts Owed on Securities, Sch. 4	
3. Life Insurance, Surrender Value, Sch. 3		20. Loans Against Life Insurance, Sch. 3	
4. Stocks, Bonds, and Securities, Sch. 4		21. Secured Notes to Banks, Sch. 1	
5. Real Estate – Name Owners, Sch. 5		22. Unsecured Notes to Banks, Sch. 1	
6. Vehicles Owned by Undersigned		23. Notes Payable to Others, Secured	
7. Other Assets (Itemize)		24. Notes Payable to Others, Unsecured	
8.		25. Accounts Payable	
9.		26. Taxes and Assessments Payable	
10.		27. Final Bond Forfeitures Unpaid	
11.		28. Conditional Bond Forfeitures Unpaid	
12.		29. Other Liabilities (Itemize)	
13.		30.	
14.		31.	
15.		32. TOTAL LIABILITIES	
16.		33. NET WORTH (Line 17 minus Line 32)	
17. TOTAL ASSETS		34. TOTAL LIABILITIES AND NET WORTH (Line 32 plus Line 33)	

CONTINGENT LIABILITIES:	\$	GENERAL INFORMATION:
Existing Bail Bond Obligations		Are you a defendant in any suits or legal actions? If yes, explain:
On Leases or Contracts		
As Endorser or Co-maker		
Accrued Federal Income Taxes and Penalties		
Claims in Pending Lawsuits		Have you ever taken bankruptcy? If yes, explain:
Other Contingent Liabilities		

Supplementary Schedules: Please attach additional sheets if needed

Sch. 1 Bank Relations

NAME AND LOCATION OF BANK	ACCOUNT OR CD BALANCE	LOAN BALANCE	HOW SECURED OR GUARANTEED

Sch. 2 Accounts, Loans, and Notes Receivable

NAME AND ADDRESS OF DEBTOR	AMOUNT OWING	AGE OF DEBT	DESCRIPTION OR NATURE OF DEBT	DESCRIPTION OF SECURITY HELD	DATE PMT EXPECTED

Sch. 3 Life Insurance

NAME OF PERSON INSURED	NAME OF BENEFICIARY	NAME OF INSURANCE CO.	TYPE OF POLICY	FACE AMT. OF POLICY	TOTAL CASH SURRENDER VALUE	TOTAL LOAN AGAINST POLICY	AMT OF ANNUAL PREMIUM	IS POLICY ASSIGNED?

Sch. 4 Stocks , Bonds, and Other Securities

FACE VALUE (BONDS) NO. OF SHARES (STOCK)	DESCRIPTION OF SECURITY-ISSUER	REGISTERED IN NAME OF	COST	PRESENT MARKET VALUE	INCOME RECEIVED LAST YEAR	TO WHOM PLEDGED

Sch. 5 Real Estate (If owned by anyone other than the undersigned, explain below)

ADDRESS	ACRES	STRUCTURES	YEAR ACQUIRED	COST	ASSESSED VALUE	MARKET VALUE	MORTGAGE AMOUNT	OWNED BY

False statements as to ownership, value, and whether encumbered shall be considered contempt of court and punishable as such. We certify that the information contained in this statement is true and correct. We authorize financial institutions and other entities to disclose information about our assets and liabilities to the District Attorney General or the Judges or Clerks of the Circuit Court.

Signed _____
Date _____

Signed _____
Date _____

Appendix "C"

Deeds of trust encumbering real estate to secure obligations of bonding entities shall name as trustee the current Circuit Court Clerk of the county in which the petition is filed. For example, "Rita Ellison, Circuit Court Clerk of Sevier County, Tennessee, her successor and assigns."

Deeds of trust shall also include the following language in the purpose portion:

This deed of trust is granted for the purpose of securing up to _____ Dollars (\$ _____) to the Circuit Court Clerk and the State of Tennessee for the payment of any final forfeitures of bail bonds secured by _____ (legal name of bonding entity), and costs of proceedings thereon, within the Fourth Judicial District of Tennessee consisting of Cocke, Grainger, Jefferson, and Sevier Counties. The Circuit Court Clerk or successor in office shall release the encumbrance created by this deed of trust only upon (1) order of the Circuit Court of the Fourth Judicial District showing all bail bonds secured by the same have expired or are otherwise no longer valid and the bonding entity is discontinuing operations within the district or (2) order of the Circuit Court of the Fourth Judicial District approving substituted security in the form of cash, certificate of deposit, or a deed of trust on other real estate, if the bonding business is continuing.

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T.C.A. 40-11-303**

- 1) **VALUE OF REAL ESTATE INCLUDING AMOUNT OF ENCUMBRANCES**
 - A) **REAL ESTATE PLEDGED**
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- 2) **FULL AMOUNT OF BONDSMAN'S LIABILITY (INSURANCE POLICY)**

- 3) **FULL AMOUNT OF BONDSMAN'S LIABILITIES ON FORFEITURES**
 - A) **FINANCIAL STATEMENT**

- 4) **NAME, ADDRESS, AND TELEPHONE NUMBERS OF ALL AGENTS AUTHORIZED TO MAKE BONDS**

- 5) **NAME, ADDRESS, AND TELEPHONE NUMBERS OF ALL PERSONS HAVING INTEREST IN BONDSMAN'S BUSINESS**

- 6) **COPY OF CURRENT BUSINESS LICENSE**

- 7) **COPY OF SCHOOL CERTIFICATE**

- 8) **COPY OF INSURANCE CERTIFICATE, IF APPLICABLE**

- 9) **TOTAL AMOUNT OF BONDS IN EACH COUNTY:**
COCKE COUNTY: _____
GRAINGER COUNTY: _____
JEFFERSON COUNTY: _____
SEVIER COUNTY: _____

TOTAL AMOUNT OF BONDS FOR THE FOURTH JUDICIAL DISTRICT: _____

I / WE SWEAR OR AFFIRM THAT ALL THE INFORMATION CONTAINED
IN THIS SEMI-ANNUAL REPORT DATED _____ DAY OF _____,
20____, IS TRUE AND ACCURATE.

NAME / POSITION

DATE

SWORN TO AND SUBSCRIBED BEFORE ME, THIS
THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

IN THE CIRCUIT COURT FOR _____ COUNTY, TENNESSEE

IN RE: _____ No. _____

ORDER APPROVING PROFESSIONAL BONDSMAN

The undersigned Judge conducted a hearing on the ____ day of _____, 20__, to evaluate the petition and supporting documents of the above-named petitioner ("bonding entity") for approval as a professional bondsman in the following counties:

It appearing to the Court that the applicant has complied with this judicial district's local rules regarding bonding entities by filing a sworn financial statement and the following security:

IT IS, THEREFORE, ORDERED that _____ be and is hereby approved as a professional bondsman for the foregoing counties, with the authority to act as surety on bail bonds for one person up to the total security of \$ _____, and for all persons cumulatively up to a total of \$ _____. These individual and cumulative limits shall not be exceeded without first obtaining an order approving additional security and establishing new limits.

To the extent that any of the foregoing limits are established based upon assets owned, solely or jointly, by persons other than the bonding entity, the authority and limits of this order are continued upon such other persons executing and maintaining with the clerk of this court continuing personal guaranties. At this time, such persons are:

IT IS FURTHER ORDERED that this bonding entity may be bound by the signature of the following persons (as owner or agent): _____

Below the signature of the defendant or other person being released from custody, the bonding entity shall secure such bond by printing or writing its legal company name, followed by the word "by" and the signature of the owner or agent then acting on behalf of the bonding entity, as follows:

(legal name of bonding company)

By: _____, Agent

The bonding entity will not be discharged from its obligation on any bond by reason of its failure to sign the bond as directed above or by reason of any other irregularities in the qualifications of the bonding entity or the completing of the bond document.

All bail bonds securing the appearance of the person named therein shall continue in effect and be binding upon the bonding entity until the case has been finally concluded in the trial or appellate court and/or the person has appeared to serve any period of confinement, unless the bonding entity gets a written order providing otherwise from the court having jurisdiction over the person and the case for which the bond was made.

The bonding entity represented in open court that all persons acting on behalf of this bonding entity have read, understand, and agree to be bound by the local rules regarding professional bail bondsmen.

This order is subject to suspension or revocation if the bonding entity fails to pay any final forfeiture when due or otherwise fails to comply with state statutes and local rules concerning practices, continuing education, and semi-annual reports.

The costs and clerk's fees are adjudged against the bondsman.

Presiding Judge
Fourth Judicial District
State of Tennessee

Approved By:

(Legal Name of Bonding company)

By: _____, Owner or Agent

IN THE CIRCUIT COURT OF THE STATE OF TENNESSEE
4TH JUDICIAL DISTRICT


IN RE: BONDING COMPANY RULES AND REGULATIONS
(Revised December 1, 2015)

ORDER

After due consideration, the Circuit Judges of the 4th Judicial District hereby adopt the Bonding Company Rules and Regulations, revised December 1, 2015, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A", for the operation of bonding companies within the 4th Judicial District. Said Bonding Company Rules and Regulations are to be attached as an Appendix to the current Local Rules of Criminal Practice and Procedure.

The Circuit Court Clerk of Sevier County, Tennessee, is hereby directed to forward a copy of these Bonding Company Rules and Regulations, revised December 1, 2015, to the 4th Judicial District Circuit Court Clerks, and all bonding companies operating within said district.

Enter this 21st day of December, 2015.



HONORABLE BEN W. HOOPER II
Presiding Judge, 4th Judicial District

2015 JAN -4 PM 2:33
MMA D. ELLISON
SEVIER COUNTY TN
CIRCUIT COURT
FILED

**--APPENDIX--
to the Local Rules of Criminal Practice
and Procedure of the Circuit Court of the
Fourth Judicial District of Tennessee**

**BONDING COMPANY
RULES AND REGULATIONS**

“Revised December 1, 2015”

**Fourth Judicial District
State of Tennessee**

Bonding Company Rules and Regulations

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IN THE FOURTH JUDICIAL DISTRICT OF TENNESSEE

IN RE: PROFESSIONAL BAIL BONDSMEN

ORDER
ADOPTING RULES REGARDING
PROFESSIONAL BAIL BONDSMEN

RULE 1. SCOPE AND PURPOSE OF BAIL BONDING RULES.

1.01 The judges of the Circuit Court of the Fourth Judicial District do hereby promulgate these rules and requirements deemed necessary to regulate bail-bonding entities securing bonds within the Fourth Judicial District, composed of Cocke, Grainger, Jefferson and Sevier Counties. The purpose of these rules is to assure compliance with Tenn. Code Ann. 40-11-301, *et seq.* Any bonding entity desiring to make bail bonds shall apply to and be approved by the Circuit Court in accordance with these rules.

1.02 These rules apply only to persons, firms, partnerships, or corporations, which for a fee or premium, desire to engage in the business of serving as a surety on bail bonds to guarantee the appearance of persons in criminal cases. Unless otherwise ordered by a judge on a warrant or *capias*, magistrates may authorize release of accused persons on such person's personal recognizance or upon execution of an unsecured appearance bond. These rules do not apply to persons serving as surety for the accused without any fee, premium, or other consideration, and such bail bonds may be secured by real estate or two sufficient sureties in accordance with Tenn. Code Ann. 40-11-122.

RULE 2. TYPE OF ENTITY.

2.01 "Bonding entity" is defined as any individual, partnership, corporation, or other business organization acting as a "professional bondsman" as defined in Tenn. Code Ann. 40-11-301(a).

2.02 No individual, partnership, corporation, joint venture, or other business organization shall be either a principal or an agent for more than one bonding company.

2.03 Corporations, limited liability companies, and similar business entities offering owners limitation of individual liability may be approved as a bonding entity only to the extent of actual assets owned by that entity, or pledged by other owners or secured with adequate guaranties. Such entities shall not be approved as agents for insurance or surety companies. Only individuals may be agents for an insurance or surety company.

RULE 3. PETITION FOR APPROVAL.

3.01 Any bonding entity seeking approval in accordance with these rules shall file a petition in the Circuit Court of Sevier County.

3.02 All petitions filed pursuant to these rules must contain the following:

(a) A description of the petitioner as a sole proprietorship, partnership, corporation, or other business organization. The description shall include the names of all partners in a partnership and the names of all shareholders, directors, and officers of any corporation or limited liability company.

(b) If the applicant seeks authority based upon assets owned partially or wholly by others, such other owners of such assets must join in the petition and agree that their interests in such assets are subject to seizure for satisfaction of bond obligations, in the event of any final forfeiture, unless otherwise satisfied. Such other owners shall sign before a notary public a guaranty of all bond obligations to be made by the applicant, or such assets shall be excluded from consideration in determining bonding limits. (See guaranty form attached as Appendix A.)

(c) The names, addresses, dates of birth, and taxpayer identification numbers of the applicant and all persons proposed as agents for the applicant, and a statement of whether the applicant or agent has a prior felony conviction.

(d) A copy of a validly issued current business license in the name of the entity that owns the bonding company. If doing business under a separate name, the business license shall reflect the name of the entity owning the company as well as the d/b/a name. That business license shall be issued in the county in which the entity intends to maintain their principal office.

(d) A list of any pending civil litigation seeking monetary damages or injunctive relief against the applicant or any person proposed as agent for the applicant or a statement that no such litigation is pending. For all such pending civil litigation, include the style of the case, the county, court, and case number of the lawsuit, the damages or relief sought, and a brief summary of the claims made. Civil litigation includes conditional or final forfeitures of bail bonds previously made by the applicant or proposed agent, whether or not as a professional bondsman.

(e) A list of all final civil judgments against the applicant or an owner, officer, or agent thereof, including the style of the case, the county, court, case number, and the amount of the judgment remaining unsatisfied, or a statement that no such judgment exists.

(f) A statement of whether or not the applicant or an owner, officer, or agent thereof, has filed for bankruptcy protection, and, if so, the date, court, case number, and type of bankruptcy.

(g) A list of the phone numbers for the applicant's primary office and each of its agents.

(h) A certified copy of the Certificate of Compliance for each bonding agent with the requirement for continuing education for professional bail bonding agents as set forth in Tenn. Code Ann. 40-11-401, *et seq.* The Circuit Court Clerk shall make a certified copy of the original Certificate of Compliance and return the original to the agent.

(i) The amount of authority sought for single bonds and for the total of all bonds to be executed by the applicant.

(j) Security for bond forfeitures in one of the forms listed in Rule 5.01 (a), (b), or (c) below.

(k) A copy of a validly issued current business license in the name of the entity that owns the bonding company. In the event the company is doing business under a different name, then the business license should reflect the name of the entity owning the company and the d/b/a name. The business license should be issued in the county in which the entity intends to maintain their principal office.

3.03 All security lodged with the court shall be unencumbered and shall not be pledged, cancelled, or released while the entity remains liable on any bail bond within the Fourth Judicial District.

3.04 Any financial institution furnishing a Certificate of Deposit shall also certify that it has received a copy of these bail bond rules.

3.05 Petitions filed by corporations must be filed by an attorney licensed to practice law in the State of Tennessee.

RULE 4. APPROVAL PROCESS.

4.01 Copies of all petitions and attachments shall be served upon the Office of the District Attorney General ("D.A.") for the Fourth Judicial District.

4.02 By petitioning to become a bonding entity, the applicant specifically authorizes verification of the information and representations made in the petition and financial statement by the D.A., the clerk, or the court. The applicant shall execute an information release authorization.

4.03 When an application has been completed in accordance with these rules and filed with the Circuit Court Clerk of Sevier County, and the results of the D.A.'s background investigation have been provided to the Court, the petition shall be set for hearing on a date when the Presiding Judge may sit.

4.04 At the hearing, the court will approve or deny the application. If approved, the court shall set bonding limits, and an order will be prepared for signature by the Presiding Judge. If an application is denied, the Presiding Judge shall state the reasons and give the applicant an opportunity to cure any curable objections. Certified copies of the Order of Approval shall be sent by the Sevier County Circuit Court Clerk to the Clerks and Sheriffs of the other counties in the district where the bonding company is authorized to write bonds.

RULE 5. FINANCIAL STATEMENT, SECURITY, AND BONDING LIMITS FOR BONDING ENTITIES THAT ARE NOT INSURANCE COMPANIES.

5.01 An applicant that is not an insurance company shall file with the petition a sworn financial statement in a format similar to the form attached hereto as Appendix B and provide security to the Circuit Court of Sevier County with a minimum value of \$50,000 in one or a combination of the following manners:

- (a) A cash deposit, by way of a certified or cashier's check;
- (b) A certificate of deposit in the joint names of the applicant and the Sevier County Circuit Court Clerk; or
- (c) A deed of trust encumbering equity in real property together with a title policy or opinion letter prepared by a licensed attorney and an appraisal of the market value of the property (may be certified copy of county tax appraisal). The deed of trust and the title policy or opinion letter must name the Sevier County Circuit Court Clerk as trustee and show that the clerk's lien is granted to secure bail bonds made in the specific county or counties of the Fourth Judicial District. The deed of trust shall contain language similar to that attached in Appendix C.

5.02 The Financial Statement shall be complete, include all assets and liabilities, and shall specify account numbers and other pertinent information needed for identification and verification. The liabilities listed in the Financial Statement shall include forfeitures and liabilities of the bonding entity in all counties and judicial districts where the entity is currently making or has been approved to make bonds. The contingent liabilities in the Financial Statement shall include the total amount of all outstanding bail bonds made by the entity in all counties and judicial districts.

5.03 Each bonding entity posting security as provided in this section shall be authorized to secure bonds for one person up to an amount determined by adding the total security under the foregoing paragraph 5.01 and the court's opinion of the lesser of the net worth or liquid assets shown on the applicant's sworn financial statement. Each bonding entity shall be authorized to secure bonds for all persons cumulatively up to the total of ten (10) times the amount of the total security provided under the foregoing paragraph 5.01. The asset used under the foregoing paragraph 5.01 may not be counted a second time for net worth.

5.04 Each applicant approved under this section may make bail bonds in the county where the petition is filed and in any other county within the judicial district by filing a certified copy of the order approving the applicant in such other county. Each bonding entity shall keep the total amount of bail bonds made within the judicial district within the limits approved by the court. Any bonding entity that exceeds the limits established by the court shall be immediately suspended and subject to removal as an approved bonding entity throughout the Fourth Judicial District.

5.05 "Liquid assets" is defined as the total of the encumbered fair market value of cash on hand and unrestricted in banks, accounts and loans receivable, cash surrender values of life insurance policies, stocks and other securities as shown on the financial statement submitted with the bonding entity's petition, but excluding the value of the security on deposit with the Sevier County Circuit Court Clerk pursuant to these rules. All such items must be unencumbered and capable of being readily turned into cash.

5.06 Cash deposits may be deposited by the Sevier County Circuit Court Clerk in an interest bearing account in a local financial institution. Interest from accounts so established and from Certificates of Deposit filed as security may be paid directly to the approved bonding entity provided no final forfeiture remains unpaid. The court may, however, order the financial institution with whom such funds have been deposited or that issued the Certificate of Deposit to pay interest earnings together with so much of the principal value of the deposit to the Circuit Court Clerk of the county where the final forfeiture has been taken.

5.07 The Sevier County Circuit Court Clerk with whom the security has been filed may endorse a Certificate of Deposit back to the bonding entity, return a cash deposit made pursuant to these rules, release a deed of trust, or cancel an irrevocable letter of credit only upon order of the Circuit Court. The court shall issue such an order only upon a finding that no liability or potential liability exists for bail bonds made by the bonding entity within the judicial district.

RULE 6. INSURANCE COMPANY AS BONDING ENTITY.

If the applicant is a licensed insurance company which has qualified under the statutory scheme provided by the insurance laws pursuant to Title 56 of the Tenn. Code Ann., the petition shall

have attached and incorporated by reference documents from the Tennessee Department of Commerce and Insurance certifying that the insurance company is authorized to transact business in the State of Tennessee and is in good standing with the Department of Commerce and Insurance.

RULE 7. SEMI-ANNUAL REPORTS.

7.01 Pursuant to Tenn. Code Ann. 40-11-303, each bonding entity approved to make bonds in any county of this district shall, no later than January 15 and July 15 of each year, file with the Circuit Court Clerk of each county in which the entity makes bonds, a report of the bonding entity's financial statement showing assets and liabilities as of the preceding December 31 and June 30. Such reports shall list all pending bonds on which the bonding entity is surety, with the names, addresses, court name, case number, date, and dollar amount for each bond. This report shall be prepared and filed in a format similar to the attached form in Appendix D.

7.02 If the approved bonding entity is an insurance company pursuant to Title 56 of Tenn. Code Ann., the semi-annual report shall also include a current Certificate of Compliance with the Department of Commerce and Insurance and certified copies of Powers of Attorney appointing the named local agents to act in the name of the insurance company.

7.03 A list of all persons having ownership interest in the bonding company shall be filed as a part of the semi-annual report.

7.04 Within a reasonable period of time after January 1st of each year, the Circuit Court Clerk for Sevier County shall docket a review of bonding entities and shall deliver to the Presiding Judge all semi-annual reports filed pursuant to this section. The court will review these reports and adjust the bonding limits as necessary.

7.05 Any previously approved bonding entity that fails to file the required semi-annual report shall be suspended from making further bonds in the Fourth Judicial District until the required report has been submitted and reviewed by the court.

RULE 8. FORFEITURES.

Upon any forfeiture becoming final pursuant to Tenn. Code Ann. 40-11-139, the professional bonding entity shall be required to pay the bond and costs of the proceedings within thirty (30) days of the date that the final forfeiture becomes final. Should a bonding entity refuse or neglect to pay the forfeiture within that 30 day period, the bonding entity and its agents shall be suspended from making further bonds and the court will levy an execution upon the security deposited with the court and/or the assets of the bonding entity.

RULE 9. GENERAL REQUIREMENTS FOR BONDING ENTITIES.

All bonding entities and their agents shall refrain from engaging in those activities defined as "unprofessional conduct" in Tenn. Code Ann. 40-11-126. All bonding entities shall provide persons utilizing their services with the notice required by Tenn. Code Ann. 40-11-151. No bonding entity or agent shall serve or act as an officer or clerk of any court in which that bonding entity makes bonds. Any bonding entity or agent found to have violated these provisions may be prohibited from making further bonds within the judicial district.

RULE 10. LOSS OF AUTHORITY.

Pursuant to Tenn. Code Ann. 40-11-125, approval of a bonding entity may be withheld, withdrawn, suspended, or revoked by the court if that bonding entity (1) fails to qualify under state law and these rules, (2) is guilty of violating laws relating to bail bonds, (3) has a final judgment of forfeiture against the bonding entity which remains unsatisfied, and (4) is guilty of professional misconduct as described in Tenn. Code Ann. 40-11-126. A violation or failure to pay may be brought to the attention of the Circuit Judges by written letter, motion, or petition of the D.A. or judge of the General Sessions or Municipal Court. If the Circuit Court withholds, withdraws, or suspends a bonding entity, it shall notify the bonding entity of the action taken and follow procedures established by Tenn. Code Ann. 40-11-125. Any hearing shall be held before the Presiding Judge or the Circuit Judges, sitting *en banc*, with a minimum of two judges for a quorum. An order signed by the Presiding Judge or two or more Circuit Judges shall be effective for the withholding, withdrawing, suspending, or revoking the authority of any bonding entity for the judicial district or any county thereof.

RULE 11. POSTING LISTS OF APPROVED BONDING ENTITIES.

In accordance with Tenn. Code Ann. 40-11-124, the Circuit Court Clerk of each county in the Fourth Judicial District shall prepare a list of approved bonding entities in alphabetical order. Each Circuit Court Clerk shall provide the Sheriff's Department with a copy of such approved list, updated from time to time as bonding entities are added to or removed from the approved list. The Sheriff of each county shall post the list of approved bail bonding entities in the area arrestees are allowed to contact bail bondsmen.

RULE 12. METHODS OF SIGNING BONDS.

12.01 All bonds shall be signed by the accused as the principal and shall show the court the appearance date, the accused's full address, social security number, and date of birth.

12.02 Any bond being secured by insurance company assets shall have the official name of the insurance company printed, typed, or stamped on the surety signature line followed by the word "by" and the signature of the company's authorized agent spelled exactly as on the state license of that agent and on the insurance company power of attorney naming that person as an attorney-in-fact or agent for the purpose of binding the insurance company. A serial numbered power of attorney must be attached to the original of the bond to be held by the clerk of the court and must show authority for an amount equal to or greater than the amount of the bond.

12.03 The trade name or advertised name of any bonding entity, other than an insurance company, shall not be used as a part of the bond. The bonding entity's signature on the bond shall be identical to the name on the approval order, financial statement, and security documents with the clerk, and if by an agent of such entity, the signature of the bonding entity name shall be followed by the word "by" and the signature of the agent spelled exactly as on the state license of that agent and on the court order approving that agent.

RULE 13. PUBLIC RECORDS AND COURT COSTS.

The petition and all attachments and all later filings, including financial statements, are public records and available for viewing and copying in the clerk's office. The clerk may charge and collect typical court costs and litigation taxes on all petitions and subsequent filings. [If a bonding entity has been suspended, a reinstatement assessment of \$100.00 shall be paid to the Sevier County Circuit Court Clerk prior to reinstatement.]

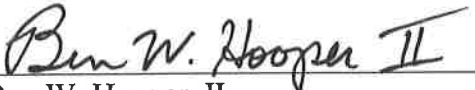
RULE 14. APPLICABILITY TO BONDS FOR GENERAL SESSIONS AND MUNICIPAL COURTS.

These rules are applicable to all bonding entities making bonds to secure the appearance of accused persons in all criminal and civil courts of Cocke, Grainger, Jefferson, and Sevier Counties of Tennessee, including General Sessions and Municipal Courts. Under Tenn. Code Ann. 40-11-124 and 125, the Circuit Court has exclusive jurisdiction over approving and regulating bonding entities. The General Sessions and Municipal Judges shall continue to order conditional and final forfeitures when appropriate and shall notify the D.A. or a Circuit Judge if a final forfeiture is not timely paid or if there are other reasons for a bonding entity to lose its authority under Rule 10 of these rules.

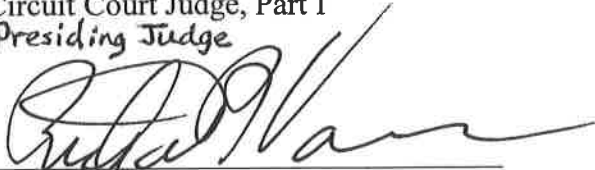
RULE 15. EFFECTIVE DATES.

15.01 These bail-bonding rules shall become effective in the Fourth Judicial District on JANUARY 29th, 2016. All bonding entities need newly approved orders similar to that in Appendix E by February 29th, 2016, or shall suspend securing any bonds thereafter until such Order has been approved by the Presiding Judge or at least two of the Circuit Judges.


15.02 All petitions and semi-annual reports filed after the effective date must comply with these rules.



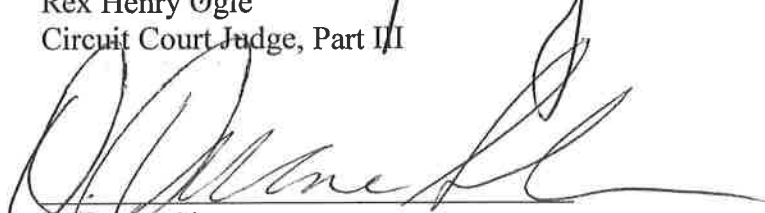
Ben W. Hooper, II
Circuit Court Judge, Part I
Presiding Judge



Richard R. Vance
Circuit Court Judge, Part II



Rex Henry Ogle
Circuit Court Judge, Part III



O. Duane Slone
Circuit Court Judge, Part IV

GUARANTY AGREEMENT

FOR VALUE RECEIVED, receipt and sufficiency of which are hereby acknowledged, and in consideration of professional bail bonding authority granted to _____ (hereinafter "Bonding Entity") _____ (hereinafter called the "Guarantor", hereby guarantees to the State of Tennessee (hereinafter "State") prompt payment when due or any time thereafter of any and all forfeited bonds, court costs, indebtedness, or obligations, upon which the Bonding Entity is now or may hereafter, at any time and from time to time, and for any one or more purposes, become indebted, obligated, or bound to State, of every kind of character, direct or indirect, absolute or contingent, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished or hereafter reincurred, or whether said obligations arise with or without notice to Guarantor, and whether by reason of bonds, costs, guaranties, endorsements, or other obligations of the Bonding Entity and held by the State shall become a part of this obligation as if fully set out herein and shall be obligatory upon the Guarantor as if it were executed by the Guarantor as the primary and individual obligation of the Guarantor, and may be enforced against the Guarantor without first seeking to enforce the said debt by suit or otherwise against the Bonding Entity or any other Guarantor. However, the State may, in its discretion, proceed in any manner for the collection of debts or obligations against the Guarantor and the Bonding Entity as if such debt was that of both Guarantor and the Bonding Entity.

From such time as State may call upon the Guarantor to honor, pay, or perform all or part of any obligation of the Bonding Entity, and the Guarantor fails to honor such demand, the debt or obligation owes the State pursuant to this Guaranty shall bear interest at the maximum effective rate permissible under applicable law. In case the Guarantor fails or refuses to honor this Guaranty, the State is hereby authorized to utilize such legal means as it deems proper to enforce this Guaranty, through the efforts of its employees, agents, or attorneys, and the Guarantor shall pay all costs of collection, including reasonable attorney's fees.

This Guaranty is, and is intended to be, an absolute, unconditional and continuing Guaranty which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other Guaranty, endorsement, or collateral held by the State with respect to any or all of the indebtedness of the Bonding Entity to the State. The Guarantor hereby represents and agrees with the State that this Guaranty shall be valid and binding upon the Guarantor when delivered to the State by anyone having the possession hereof, and that such liability is not conditioned on the execution of the Guaranty by any other person nor upon any other event. The Guarantor may give to any duly authorized officer of the State notice in writing of cancellation of this Guaranty at any time, which cancellation shall be effective only when acknowledged in writing by all Circuit Judges of the 4th Judicial District to whom such written notice was delivered. The obligation of the Guarantor or any other guarantor who shall not have given notice of cancellation as provided above shall, as to indebtedness created, incurred, or arising after the giving of such notice, remain and continue as if the guarantors who have not given notice of cancellation had been the only persons signing this Guaranty. It is understood, however, that no termination or cancellation of said Guaranty, however occurring, shall relieve any party hereto of any liability for any indebtedness incurred by Guarantor or committed or promised by the State prior to the time of said termination or cancellation. It is further agreed by the Guarantor that any indebtedness owed to the Guarantor, jointly or severally, shall be and hereby is subordinated to all indebtedness of the Bonding Entity to the State.

No modification, amendment, or waiver of any provision of this Guaranty shall be effective unless in writing and subscribed by all Circuit Judges of the 4th Judicial District, and the Guarantor acknowledges his understanding that the State will enforce this Guaranty to its fullest extent, any declaration or statement to the contrary by the Bonding Entity, and employee or agent of the State, or any other person to the contrary notwithstanding. The State shall have the right without effecting the Guarantor's obligations hereunder, and without demand or notice, from time to time: (a) to release any other guarantor in whole or in part for or in the absence of consideration, without in any way impairing or affecting its right against the Guarantor, (b) to extend, increase, renew, accelerate, modify, or otherwise

change or alter the time or method of payment, interest rate, with or without the use of new bonds, agreements, or amendments, the terms of or the interest on any part or all of the Bonding Entity indebtedness or obligation; (c) to receive, exchange, or release, for or in the absence of consideration, any collateral from or to any part securing payment of the indebtedness or obligation or any part thereof, and State shall have no duty to protect or preserve any collateral held to secure any obligation of the Bonding Entity or to secure this Guaranty, including, but not limited to, any duty to promptly sell pledged securities upon default of the Bonding Entity.

This Guaranty shall inure to the benefit of the State, its successors in interest and assigns, and shall be binding upon the heirs, executors, administrators, and successors and assigns, of the Guarantor, who does hereby expressly waive all types of notice relative to this Guaranty and of the Bonding Entity's transactions or defaults, including

acceptance hereof, and demand, notice, or protest of any bond or other items on which said Bonding Entity may be bound or liable for payment.

It is understood that this contract of Guaranty is made for the purpose of securing the granting or continuing professional bail bonding to the Bonding Entity, and to induce the State to extend credit, to continue to extend credit, or to stand ready to extend credit to the Bonding Entity, but that the amount of such credit and the terms, conditions, time and other provisions of such credit, are to be such as the State, in its discretion, may establish. It is expressly understood that any loans made or credit granted by the State to the Bonding Entity, and any and all renewals, extensions, modifications, or alterations of any indebtedness or obligation of the Bonding Entity to the State are expressly made upon the faith and credit of this Guaranty.

This Guaranty shall constitute a Tennessee contract, and be governed by the laws of the State of Tennessee. The Guarantor hereby voluntarily submits to the jurisdiction of any Court in the State of Tennessee having jurisdiction over the subject matter of this instrument.

Failure of the State to insist in any one or more instances upon strict performance of any one or more of the provisions of this Guaranty or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

The State shall have the right, without affecting the Guarantor's obligations hereunder, and without demand or notice, to collect first from the Bonding Entity, and to exercise its rights of setoff against any asset of Bonding Entity, and to otherwise pursue and collect from the Bonding Entity any other indebtedness of Bonding Entity to the State not covered by this Guaranty, and any sums received from the Bonding Entity, whether by voluntary payment, offset, or collection efforts, may be applied by the State as it sees fit, including the application of all such amounts to other debts not guaranteed by the Guarantor. Subrogation rights or any other rights of the Guarantor against the Bonding Entity, if any, shall not become available until all indebtedness and obligations of the Bonding Entity to the State are paid in full.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be duly executed on this the _____ day of _____, 20_____.

Guarantor:

S.S. # _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for aforesaid state and county,
personally appeared _____,
and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and County, this the ____ day of
_____, 20_____.

Notary Public

My Commission Expires:

CIRCUIT COURT OF _____ COUNTY, TENNESSEE

IN RE: _____
 (Name of Bonding Entity)

Circuit Case No. _____

FINANCIAL STATEMENT OF: Name(s) _____
 Address _____

As of the ____ day of _____, 20____, we, the undersigned, make the following statement of all our assets and liabilities and give other material information for the purpose of obtaining or continuing professional bail bondsman authority for the above-named entity for which we are guaranteeing its bond obligations, and we agree to notify the Court promptly of any change materially affecting the net worth shown below:

(PLEASE ANSWER ALL QUESTIONS. YOU MAY USE "NO" OR "NONE" WHERE NECESSARY)

ASSETS	\$	LIABILITIES AND NET WORTH	\$
1. Cash in Banks, Sch. 1		18. Debt Owed on Real Estate, Sch. 5	
2. Accounts and Notes Receivable, Sch 2		19. Debts Owed on Securities, Sch. 4	
3. Life Insurance, Surrender Value, Sch.3		20. Loans Against Life Insurance, Sch.3	
4. Stocks, Bonds, and Securities, Sch.4		21. Secured Notes to Banks, Sch. 1	
5. Real Estate – Name Owners , Sch.5		22. Unsecured Notes to Banks, Sch. 1	
6. Vehicles Owned by Undersigned		23. Notes Payable to Others, Secured	
7. Other Assets (Itemize)		24. Notes Payable to Others, Unsecured	
8.		25. Accounts Payable	
9.		26. Taxes and Assessments Payable	
10.		27. Final Bond Forfeitures Unpaid	
11.		28. Conditional Bond Forfeitures Unpaid	
12.		29. Other Liabilities (Itemize)	
13.		30.	
14.		31.	
15.		32. TOTAL LIABILITIES	
16.		33. NET WORTH (Line 17 minus Line 32)	
17. TOTAL ASSETS		34. TOTAL LIABILITIES AND NET WORTH (Line 32 plus Line 33)	

CONTINGENT LIABILITIES:	\$	GENERAL INFORMATION:
Existing Bail Bond Obligatons		Are you a defendant in any suits or legal actions?
On Leases or Contracts		If yes, explain:
As Endorser or Co-maker		
Accrued Federal Income Taxes and Penalties		
Claims in Pending Lawsuits		Have you ever taken bankruptcy? If yes, explain:
Other Contingent Liabilities		

Supplementary Schedules: Please attach additional sheets if needed

Sch. 1 Bank Relations

NAME AND LOCATION OF BANK	ACCOUNT OR CD BALANCE	LOAN BALANCE	HOW SECURED OR GUARANTEED

Sch. 2 Accounts, Loans, and Notes Receivable

NAME AND ADDRESS OF DEBTOR	AMOUNT OWING	AGE OF DEBT	DESCRIPTION OR NATURE OF DEBT	DESCRIPTION OF SECURITY HELD	DATE PMT EXPECTED

Sch. 3 Life Insurance

NAME OF PERSON INSURED	NAME OF BENEFICIARY	NAME OF INSURANCE CO.	TYPE OF POLICY	FACE AMT. OF POLICY	TOTAL CASH SURRENDER VALUE	TOTAL LOAN AGAINST POLICY	AMT OF ANNUAL PREMIUM	IS POLICY ASSIGNED?

Sch. 4 Stocks , Bonds, and Other Securities

FACE VALUE (BONDS) NO. OF SHARES (STOCK)	DESCRIPTION OF SECURITY-ISSUER	REGISTERED IN NAME OF	COST	PRESENT MARKET VALUE	INCOME RECEIVED LAST YEAR	TO WHOM PLEDGED

Sch. 5 Real Estate (If owned by anyone other than the undersigned, explain below)

ADDRESS	ACRES	STRUCTURES	YEAR ACQUIRED	COST	ASSESSED VALUE	MARKET VALUE	MORTGAGE AMOUNT	OWNED BY

False statements as to ownership, value, and whether encumbered shall be considered contempt of court and punishable as such. We certify that the information contained in this statement is true and correct. We authorize financial institutions and other entities to disclose information about our assets and liabilities to the District Attorney General or the Judges or Clerks of the Circuit Court.

Signed _____
Date _____

Signed _____
Date _____

Appendix "C"

Deeds of trust encumbering real estate to secure obligations of bonding entities shall name as trustee the current Circuit Court Clerk of the county in which the petition is filed. For example, "Rita Ellison, Circuit Court Clerk of Sevier County, Tennessee, her successor and assigns."

Deeds of trust shall also include the following language in the purpose portion:

This deed of trust is granted for the purpose of securing up to _____ Dollars (\$ _____) to the Circuit Court Clerk and the State of Tennessee for the payment of any final forfeitures of bail bonds secured by _____ (legal name of bonding entity), and costs of proceedings thereon, within the Fourth Judicial District of Tennessee consisting of Cocke, Grainger, Jefferson, and Sevier Counties. The Circuit Court Clerk or successor in office shall release the encumbrance created by this deed of trust only upon (1) order of the Circuit Court of the Fourth Judicial District showing all bail bonds secured by the same have expired or are otherwise no longer valid and the bonding entity is discontinuing operations within the district or (2) order of the Circuit Court of the Fourth Judicial District approving substituted security in the form of cash, certificate of deposit, or a deed of trust on other real estate, if the bonding business is continuing.

SEMI-ANNUAL REPORT
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T.C.A. 40-11-303

- 1) **VALUE OF REAL ESTATE INCLUDING AMOUNT OF ENCUMBRANCES**
 - A) **REAL ESTATE PLEDGED**
 - B) **PERSONAL PROPERTY PLEDGED**

- 2) **FULL AMOUNT OF BONDSMAN'S LIABILITY (INSURANCE POLICY)**

- 3) **FULL AMOUNT OF BONDSMAN'S LIABILITIES ON FORFEITURES**
 - A) **FINANCIAL STATEMENT**

- 4) **NAME, ADDRESS, AND TELEPHONE NUMBERS OF ALL AGENTS AUTHORIZED TO MAKE BONDS**

- 5) **NAME, ADDRESS, AND TELEPHONE NUMBERS OF ALL PERSONS HAVING INTEREST IN BONDSMAN'S BUSINESS**

- 6) **COPY OF CURRENT BUSINESS LICENSE**

- 7) **COPY OF SCHOOL CERTIFICATE**

- 8) **COPY OF INSURANCE CERTIFICATE, IF APPLICABLE**

- 9) **TOTAL AMOUNT OF BONDS IN EACH COUNTY:**
COCKE COUNTY: _____
GRAINGER COUNTY: _____
JEFFERSON COUNTY: _____
SEVIER COUNTY: _____
TOTAL AMOUNT OF BONDS FOR THE FOURTH JUDICIAL DISTRICT:

**I / WE SWEAR OR AFFIRM THAT ALL THE INFORMATION CONTAINED
IN THIS SEMI-ANNUAL REPORT DATED _____ DAY OF _____,
20_____, IS TRUE AND ACCURATE.**

NAME / POSITION

DATE

**SWORN TO AND SUBSCRIBED BEFORE ME, THIS
THE _____ DAY OF _____, 20_____.**

NOTARY PUBLIC

MY COMMISSION EXPIRES

IN THE CIRCUIT COURT FOR _____ COUNTY, TENNESSEE

IN RE: _____

No. _____

ORDER APPROVING PROFESSIONAL BONDSMAN

The undersigned Judge conducted a hearing on the _____ day of _____, 20____, to evaluate the petition and supporting documents of the above-named petitioner ("bonding entity") for approval as a professional bondsman in the following counties:

_____.

It appearing to the Court that the applicant has complied with this judicial district's local rules regarding bonding entities by filing a sworn financial statement and the following security:

_____.

IT IS, THEREFORE, ORDERED that _____ be and is hereby approved as a professional bondsman for the foregoing counties, with the authority to act as surety on bail bonds for one person up to the total security of \$ _____, and for all persons cumulatively up to a total of \$ _____. These individual and cumulative limits shall not be exceeded without first obtaining an order approving additional security and establishing new limits.

To the extent that any of the foregoing limits are established based upon assets owned, solely or jointly, by persons other than the bonding entity, the authority and limits of this order are continued upon such other persons executing and maintaining with the clerk of this court continuing personal guaranties. At this time, such persons are:

_____.

IT IS FURTHER ORDERED that this bonding entity may be bound by the signature of the following persons (as owner or agent): _____

_____.

Below the signature of the defendant or other person being released from custody, the bonding entity shall secure such bond by printing or writing its legal company name, followed by the word "by" and the signature of the owner or agent then acting on behalf of the bonding entity, as follows:

(legal name of bonding company)

By: _____, Agent

The bonding entity will not be discharged from its obligation on any bond by reason of its failure to sign the bond as directed above or by reason of any other irregularities in the qualifications of the bonding entity or the completing of the bond document.

All bail bonds securing the appearance of the person named therein shall continue in effect and be binding upon the bonding entity until the case has been finally concluded in the trial or appellate court and/or the person has appeared to serve any period of confinement, unless the bonding entity gets a written order providing otherwise from the court having jurisdiction over the person and the case for which the bond was made.

The bonding entity represented in open court that all persons acting on behalf of this bonding entity have read, understand, and agree to be bound by the local rules regarding professional bail bondsmen.

This order is subject to suspension or revocation if the bonding entity fails to pay any final forfeiture when due or otherwise fails to comply with state statutes and local rules concerning practices, continuing education, and semi-annual reports.

The costs and clerk's fees are adjudged against the bondsman.

Presiding Judge
Fourth Judicial District
State of Tennessee

Approved By:

(Legal Name of Bonding company)

By: _____, Owner or Agent